



**STATE OF IOWA**  
**MASTER AGREEMENT**  
 Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 01-01-2009  
 EXPIRATION DATE: 12-31-2009  
 PAGE: 1 of 4

**VENDOR:**

American Red Cross  
 6300 Rockwell Dr Ne  
 PO Box 10375  
 Cedar Rapids, IA 52410-0375  
 USA

**VENDOR CONTACT:**

Sarika Bhaktz  
 PHONE: 319-393-3500 EXT: 241  
 EMAIL: bhaktas@grantwood-redcross.org

**ISSUER:**

JEANETTE CHUPP  
 PHONE: 515-281-6288  
 EMAIL: Jeanette.Chupp@iowa.gov

FOB FOB Dest, Freight Prepaid

**Contract For: Health Education and Red Cross Publications**

The parties agree to comply with the terms and conditions on the following attachments which are by this reference made a part of the Agreement.

Attachment 1: Terms and Conditions (including revisions noted)

Attachment 2.: Contractor's Response to Competitive Bid 0709588004 of January 5, 2008, on file with the Iowa Dept. of Administrative Services, General Services Enterprise (this includes the exceptions to the Terms and Conditions attached hereto).

Cedar Rapids Chapter Web-Site: <http://www.grantwood-redcross.org>

Des Moines Chapter Web-Site: <http://www.desmoines-redcross.org>

Publications Catalog Web-Site: <https://shopstaywell.com>

Pricing: Publications supplied at current catalog rates.

Preferred Payment Method: Mastercard Procurement Card

Payment Terms: Net 30 Days

FOB: Ship Point

Customer Service: - Phone 319-393-3500, or - FAX 319-393-1841

**RENEWAL OPTIONS**

FROM 01-01-2010 TO 12-31-2010

FROM 01-01-2011 TO 12-31-2011

FROM 01-01-2012 TO 12-31-2012

FROM 01-01-2013 TO 01-31-2013

**AUTHORIZED DEPARTMENT**

ALL

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	STATE OF IOWA
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.)	AGENCY NAME
American Red Cross Grant Wood Area Chapter	Iowa Dept. of Administrative Services
BY (Authorized Signature)	BY (Authorized Signature)
Sarika Bhakta	Jeanette Chupp
Date Signed	January 12, 2009
Printed Name and Title of Person Signing	Printed Name and Title of Person Signing
Sarika Bhakta	Jeanette Chupp
Address	Address
6300 Rockwell Dr NE, Cedar Rapids, IA	1305 E. Walnut, Des Moines, Iowa



**STATE OF IOWA**  
**MASTER AGREEMENT**  
 Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 01-01-2009  
 EXPIRATION DATE: 12-31-2009  
 PAGE: 2 of 4

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	715		\$0.000000
				\$0.000000
			PUBLICATIONS, AUDIOVISUAL MATERIALS, BOOKS, TEXTBOOKS (PRE	
			Red Cross Publications and Instruction Manuals	
			.	
			Current products and pricing per web-site: <a href="https://shopstaywell.com">https://shopstaywell.com</a>	
2	0.00000	96286		\$0.000000
				\$0.000000
			Transportation of Goods and Other Freight Services	
			Freight invoiced per web-site requirements.	
			.	





STATE OF IOWA  
MASTER AGREEMENT

MA# 005 3471-09

EFFECTIVE BEGIN DATE: 01-01-2009  
EXPIRATION DATE: 12-31-2009  
PAGE: 3 of 4

**TERMS AND CONDITIONS**

**Incorporation**

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

**Remedies upon Default**

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

**Force Majeure**

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

**Subcontractors**

~~The successful vendor shall be~~ *State shall NOT be* responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties. *JXC*

**Termination-Non-Appropriation**

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

**Immunity of State/Fed Agencies**

~~The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.~~ *Delete JXC*

**Assignment**

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

**Anti-Trust Assignment**

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

**Delivery and Acceptance**

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

**Delivery and Acceptance (cont)**

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

**Title to Goods**

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

**Indemnification**

~~To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.~~ *Delete JXC*

**Nondiscrimination**

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

**Warranty**

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

**Taxes**



STATE OF IOWA  
MASTER AGREEMENT

EFFECTIVE BEGIN DATE: 01-01-2009  
EXPIRATION DATE: 12-31-2009  
PAGE: 4 of 4

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

**Hazardous Material**

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

**Public Records**

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

**Miscellaneous**

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

**Records Retention**

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

**Independent Contractor**

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

**Performance Monitoring**

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.



Attachment # 1, RFB 0709588004 Bid Form

Specify the discount offered for State Orders: 0 Percent discount

Specify the Catalog/Price List from which your discount is offered:

Catalog or Price List Name: \_\_\_\_\_

Catalog or Price List Publication Date: \_\_\_\_\_

Attn: Two (2) copies of your catalog or price list must be returned with your bid package. If you are offering a discount from your web-site in lieu of a Catalog, specify the web-site address: ~~http://~~ https://shopstaywell.com

Payment is required by (check one): ☐ Paper Check

☒ MasterCard Procurement Card, at the time of order

☒ MasterCard Procurement Card, after receipt of materials and invoice

☐ Electronic Funds Transfer (per the Vendor Form included herein)

Payment Terms (check one): ☒ Net 30 Days; ☐ Net 60 Days; ☐ Other: \_\_\_\_\_

Freight Terms shall be (check one):

☐ FOB Destination, Freight Prepaid (no freight charges invoiced)

☐ FOB Destination, Freight Collect (actual UPS freight charges invoiced)

☒ FOB Ship Point (actual UPS freight charges shall be added to invoice).

Customer Service shall be provided by: Stay Well (See website)

Name: \_\_\_\_\_, Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ FAX: \_\_\_\_\_

Return of publications shipped in error, or received in a damaged condition shall be pre-authorized by customer service and returned at no-charge. Return of publications ordered in error shall be pre-authorized by customer service and invoiced a \_\_\_\_\_ percent re-stocking fee, or \_\_\_\_\_.

Minimum Order requirement (check one and complete):

☐ No Minimum Order requirements shall apply.

☐ A minimum order is required as specified: \_\_\_\_\_

Products offered herein contain \_\_\_\_\_ % Reclaimed/Recycled Material

Authorizing Signature: Sarika Bhakta, Printed Name: Sarika Bhakta

Company Name/Address: American Red Cross Grant Wood Area Chapter



First Aid/CPR/AED Emergency Preparedness Aquatics Caregiving Home/Family

## Your Source for Training Materials

Workplace

Schools

Communities/Families

Aquatic Facilities

Healthcare Facilities

First Responders

National Accounts

Instructors

Course Participants

Instructors' Corner

Sign In

Bookmark this page

### Welcome!

For nearly a century, the Red Cross has provided training and services to individuals, businesses, schools and community organizations.

#### If you're new to our site:

Learn all about Red Cross courses and corresponding products designed to meet your needs. Just click on the link at left that best describes you or your organization.

#### If you're a regular visitor:

Click on one of the tabs above to quickly find the products you need. If you want more in-depth course information, click on the appropriate link at left.

#### Have you visited the NEW American Red Cross Instructor's Corner Web site?

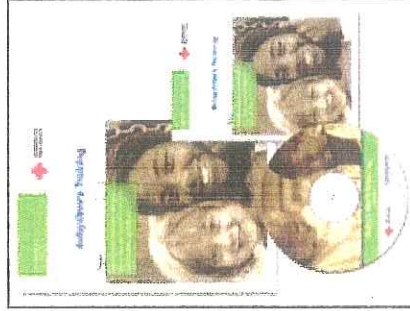
At the American Red Cross Instructor's Corner ([www.redcross.org/instructorscorner](http://www.redcross.org/instructorscorner)), instructors will find a wealth of online instructor tools and resources right at their fingertips.

#### Participant's Kit Makes Training More Convenient Than Ever

The new, affordable Standard First Aid/CPR/AED - Adult Participant's Kit brings together all the necessary First Aid/CPR/AED for the Workplace participant products. This kit offers convenience to both instructors and course participants by providing a "one-stop-shop" ordering and restocking process. Click [here](#) to learn more.



Click here to order your copies today!



New! Babysitter's Training Participant Set

Click [here](#) to view an online presentation about Babysitter's Training.

Click [here](#) to view a clip on preparedness in the workplace.

StayWell  
a Merck & Co. Company





First Aid/CPR/AED Emergency Preparedness Aquatics Caregiving Home/Family

## Workplace

Search

Workplace

Schools

Communities/Families

Aquatic Facilities

Healthcare Facilities

First Responders

National Accounts

Instructors

Course Participants

Instructors' Corner

Sign In

Bookmark this page

StayWell  
A Division of AHA

### Are Your Employees Prepared to Save a Life?

According to OSHA, 6,000 people die from workplace injuries every year, and nearly 12 injuries occur in a workplace every minute. Are your employees prepared to respond to an injured co-worker or customer immediately and with the confidence that comes from being trained in lifesaving CPR and first aid? It can mean the difference between life and death.

From CPR, first aid and automated external defibrillator (AED) training to injury prevention courses, bloodborne pathogens training and disaster preparedness education, Red Cross training offers complete, flexible programs that help your employees stay prepared for virtually any life-threatening situation. Our training materials and instructional design keep students engaged, incorporate the latest science in first aid, CPR and emergency cardiovascular care and feature a wealth of educational innovations to enhance the learning experience of your employees. When you choose the American Red Cross as your complete emergency preparedness solution, you help protect employees and your bottom line.

Browse our Web site and you'll find cost effective programs and training materials that build employee skills, boost morale and protect your operations. Plus, we make it easy to fit training into even the busiest work schedules.

You can also encourage continuous learning with **SafetyNET**, a FREE quarterly online newsletter designed to help keep employees healthy and safe.

### Take Advantage of Flexible Options

Let the Red Cross build a training program that's right for you. Training can be provided at your location and at your convenience, or you can send prospective instructors to our "train-the-trainer" courses and prepare them to teach the rest of your staff.



[View Our Workplace Catalog](#)

[View a Free Emergency Preparedness Webcast!](#)

### Course and Product Selections

[First Aid/CPR/AED for the Workplace](#)

[Be Red Cross Ready](#)

[Bloodborne Pathogens Training](#)

[CPR/AED for the Professional Rescuer](#)

[Emergency Response](#)

[Guide to Business Continuity Planning CD-ROM](#)

[Injury Control Guides](#)

[First Aid and Emergency](#)